

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM576713

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Scytale, Inc.		04/01/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hewlett Packard Enterprise Development LP		
<b>Street Address:</b>	11445 Compaq Center Drive West		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77070		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87802125	SCYTALE	
<b>Registration Number:</b>	5984861	SCYTALE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	908-288-9231		
<b>Email:</b>	trademarkparalegals@hpe.com		
<b>Correspondent Name:</b>	Andrew Stern		
<b>Address Line 1:</b>	200 Connell Drive		
<b>Address Line 2:</b>	5th floor		
<b>Address Line 4:</b>	Berkeley Heights, NEW JERSEY 07922		
<b>NAME OF SUBMITTER:</b>	Andrew Stern		
<b>SIGNATURE:</b>	/Andrew Stern/		
<b>DATE SIGNED:</b>	05/15/2020		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (together with Schedule A, this “Agreement”) is made and entered into effective as of the **1<sup>st</sup> of April, 2020** (the “Effective Date”) by and between **Scytale, Inc.**, a corporation organized under the laws of the State of Delaware with a principal place of business at 6280 America Center Drive, San Jose, CA 95002, United States (“Assignor”), and **Hewlett Packard Enterprise Development LP**, a limited partnership organized under the laws of the State of Texas with a principal place of business at 11445 Compaq Center Drive West, Houston, Texas 77070, United States (“Assignee”). Assignor and Assignee are referred to individually as a “Party” and collectively as the “Parties.”

### RECITALS

**WHEREAS**, Assignor owns the trademark applications and registrations identified in the attached Schedule A (collectively referred to as the “Trademarks”).

**WHEREAS**, Assignor and Assignee are parties that certain Scytale Trademark and Licensor Rights Assignment Agreement dated the 1<sup>st</sup> of April, 2020, pursuant to which Assignor transferred to Assignee, all rights, title, and interests in and to the Trademarks, together with the trademark goodwill associated with such Trademarks, and all registrations and applications for registration thereof, and the Parties wish to record such acquisition.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignor does hereby assign, transfer, set over, and deliver to Assignee all of the Assignor’s rights, title, and interests in and to:
  - (a) the Trademarks, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
  - (b) the trademark goodwill of the business symbolized by such Trademarks;
  - (c) the right to bring suit and recover damages for past, present, and future infringement, dilution, misappropriation, violation, or unlawful imitation of such Trademarks;
  - (d) the entire right, title, and interest in all convention and treaty rights of all kinds, including without limitation all rights of priority in any country of the world, in and to the above Trademarks; and
  - (e) all prosecution history files for such Trademark registrations and applications for trademark registration in the possession of Assignor, as well as records, prototypes, specimens, and materials contained in such files.
2. Assignor hereby authorizes and requests the competent authorities to record this Agreement and to grant and issue any and all registrations of the Trademarks throughout the world to Assignee, its successors, or assigns, whose rights, title, and interests in such registrations are the same as would have been held and enjoyed by Assignor had this Agreement not been made.

3. Assignor further agrees to execute and have executed all documents, instruments and papers to perform all acts as deemed reasonably necessary by Assignee to perfect in Assignee the foregoing rights, title and interests.
4. This Agreement will be binding upon the Parties and their successors and assigns.
5. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile or .pdf signature, and a facsimile or .pdf signature will constitute an original for all purposes.
6. This Agreement, and any disputes arising out of or relating to this Agreement, will be governed by and construed under the laws of the State of Delaware, without reference to its conflicts of law principles.

*(Signature page follows)*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Hewlett Packard Enterprise Development LP  
By: Enterprise DC Holdings LLC, its General  
Partner

Scytale, Inc.

By: Jeremy K. Cox  
(Signature)

Jeremy K. Cox  
(Name)

Manager  
(Title)

Apr 1, 2020  
(Execution Date)

By: Sergio E. Letelier  
(Signature)

Sergio E. Letelier  
(Name)

Director  
(Title)

Apr 1, 2020  
(Execution Date)

**SCHEDULE A**

<b>Jurisdiction</b>	<b>Mark Name</b>	<b>International Classes</b>	<b>Application/Registration Number</b>
United States	<b>SCYTALE</b>	35, 42	87802125
United States	<b>SCYTALE</b>	9, 42	5984861